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LONDON, SEPTEMBER 15, 1906.

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All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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Current Topics.

Vacation Business.

IN THE Vacation Court, last Wednesday, Mr. Justice SUTTON refused to hear in the case of two companies petitions for the reduction of capital in accordance with the rule he had laid down at the beginning of the Vacation. Though the list was not a very long one, the court did not rise until past six o'clock, leaving one case part heard.

The Revision Courts.

AS HAD been anticipated, the decision of the Court of Appeal in *Kent* v. *Fittall* (54 W. R. 225) has had a very extensive effect upon the new registration lists, and questions of separate occupation resulting from that case are taking up a considerable part of the time of the revision courts. Section 5 of the Registration Act, 1878, provides that "dwelling-house" shall include any part of a house where that part is separately occupied as a dwelling; and that "lodgings" shall include any apartments or place of residence, whether furnished or unfurnished, in a dwelling-house. Before *Kent* v. *Fittall* it had been assumed, in reliance upon *Bradley* v. *Bayliss* (30 W. R. 823, 8 Q. B. D. 195), that where a house was let out in separate tenements these would not constitute separate dwelling-houses if the landlord himself resided on the premises. He was presumed to retain a general control which reduced the other occupants to the position of lodgers. But it was held in *Kent* v. *Fittall* that this test was not correct, and that while the residence of the landlord in the house raised a presumption that the other occupants were lodgers, yet they were entitled to rebut this presumption and to have their names placed on the list as occupiers if they could establish that the landlord reserved to himself no right of control. "On principle," said COLLINS, M.R., "I cannot say that the occupation by the landlord of a distinct subject-matter is any more a bar than if he lived next door or in the next street. The only thing which prevents the occupier from being entitled to the franchise is if his occupation is such that he cannot be properly described as an occupier. If it is an independent occupation, and not the occupation of another person, he is entitled."

Separate Occupation.

THE EFFECT of this statement of the law as to separate dwellings for the purpose of the occupier's vote has been to swell very largely the registration lists as prepared by the authorities, and also to swell very largely the number of objections. In the case of all these additional names it is a question of fact whether the resident has that separate control of his dwelling which entitles him to the occupation franchise. From a statement made by the town clerk of Islington at one of the revision courts for that borough before Mr. PAUL STRICKLAND last Saturday, it appears that the names on the occupiers' list of that

portion of the Parliamentary borough which was also in the municipal borough numbered 52,421 as against 38,241 in 1905, being an increase of 14,180 names. The objections to the list numbered 4,282, as against 409 last year, and the claims 3,262, as against 1,124 last year. In other boroughs the lists shew corresponding increases, and it is now for the revising barristers to ascertain whether the facts in each case justify the change. This has already led to a good deal of minute investigation into the domestic arrangements of tenants, and though there appears to be a disinclination to accept a rough and ready test as of general application, yet the time at the disposal of the courts obviously does not allow of the prolonged investigations which theoretical accuracy might require. It may be noticed that in South St. Pancras Mr. EDWARD CHITTY, in making a preliminary statement as to the effect of *Kent* v. *Fittall*, said that he should give very great weight to the results of the inquiries made by the agents appointed for the purpose by the overseers, and should assume that all matters of fact, especially as to control or non-control, had been duly investigated. But this does not avoid the necessity of examination into the facts in contested cases, and the present revision is likely to result in some important decisions as to the circumstances which constitute absence of control by the landlords. Attempts to make the point depend upon the possession of a latchkey have, of course, failed. A latchkey is the right of a lodger as well as of an occupier. And no other ready test has at present been established, though the right to go in and out, or to play the piano, at all hours, reasonable and unreasonable, has been suggested.

The Recovery of Sunken Treasure.

THE LAW relating to the rights of the finder of lost goods has been often discussed, but we cannot remember to have read any discussion as to the property in treasure raised from the bottom of the sea. It is rumoured that at least one of the vessels of the Spanish Armada which were sunk near the English coast contained boxes of gold coin, and plans have been made for raising these boxes to the surface and making a fair division of their contents amongst those who have assisted in raising them. If the gold should happen to be lying at a spot within the territorial jurisdiction of this country it is probable that anyone who succeeded in raising it would have the right to appropriate it to his own use. The Crown or the lord of the manor could hardly claim it as wreck. It has been held, indeed, that the owner of land who is in actual possession has a title to valuables found upon his premises as against the actual finder: *South Staffs Waterworks Co.* v. *Sharman* (1896, 2 Q. B. 44; 24 W. R. 653), but this would hardly apply to the bed of the sea, even if a territorial title existed. We cannot imagine, however, that the Government of this or any other country in its natural anxiety to increase its revenues would have neglected to prefer some claim to the profits from treasure extricated from the ocean if any suitable occasion had presented itself. Any well-recorded instance of the recovery of gold or jewels from the sea would, it seems to us, have been quickly followed by a legislative ordinance making due provision for the relative rights of the State and its subjects. The sacred thirst for gold has always, however, induced mankind to make light of difficulties, and we are not surprised to hear that a syndicate has been formed with the object of raising Spanish vessels which are supposed to have lain for centuries at the bottom of the ocean.

An Official Notice from the German Court of Probate.

IT MAY be of interest to contrast the form of a notice which the Imperial Court of Strasburg, as a court of probate, has inserted in the *Times* newspaper with the forms which are customary in this country. The notice sets forth that GEORG VOGT, a native of Strasburg, died last May, his wife having predeceased him, and that he had made his last will constituting as his heirs his son and daughter (describing them). The notice goes on to say that he had another son who died so far back as the year 1889 at the age of twenty-eight years, and that this son is alleged to have made a secret marriage which is invalid according to English law, at all events the registrar was not present at the marriage, and that it is also alleged that there are children of this marriage, two of them being known as GEORG and FLORY. Upon the application of the surviving children of the testator all persons having rights of inheritance to the succession of the testator, especially the representatives of the children of the deceased son, are requested to give notice of their rights of inheritance and to produce the proofs at the latest on the 23rd of November next, in the chamber of the court on pain of preclusion. This notice, framed with all the precision of a pleading or affidavit, is not likely to escape the attention of the alleged claimants supposing them to be resident in this country, and even if they themselves fail to observe it, it is more than possible that it may catch the eyes of friends and acquaintances. The English procedure, which disdains all narrative and is satisfied by a bald notice requiring all persons having claims on a particular estate to send them in before a day specified, is not in many cases so likely to be effective. The notice which appears in the *Times* is stated to be an official translation into English by the official translator of the court. We have no wish to criticize his performance, but the phraseology of the notice is calculated to raise a smile among Englishmen and to confirm us in our opinion that translations should, if possible, be revised by a native of the country the language of which is being used.

Personal Property and the Statute of Limitations.

IT IS one of the peculiarities of the various statutes which are known collectively as the Statute of Limitations that, though some period is assigned within which most actions, whether relating to property, or whether founded upon contract or tort, must be brought, there is no statute relating generally to personal property. Hence, while claims to interest secured upon real property are liable to be barred under section 42 of the Real Property Limitation Act, 1833, there is no corresponding limitation upon the recovery of interest charged upon personal property. This was recognized by KAY, J., in *Mollard* v. *Brown* (38 W. R. 732, 45 Ch. D. 225), where in an action brought in 1889 for foreclosure of a mortgage of personal estate created in 1875, it was held that, in taking the account, interest must be allowed for the whole period since 1875. There was no analogy, so KAY, J., observed, between real and personal estate which made it incumbent upon a court of equity to apply to personal estate a bar similar to that which the Legislature had enacted for real estate. An interesting application of the same rule is afforded by the recent case of *Re Stueley*, *Stueley* v. *Kekewich* (54 W. R. 256; 1906, 1 Ch. 67) in the Court of Appeal. In 1874 the plaintiff assigned to his father absolutely a reversionary interest, subject to the father's life interest, in a legacy of £5,000 in consideration of £1,500 then expressed to be paid. In fact the £1,500 was never paid. In an action brought in 1904, after the father's death, the son claimed that the assignment was by way of mortgage only, but in this he failed. There remained, however, the question as to the effect of the omission by the father to pay the purchase-money, and it was held that the £1,500, and also interest at £4 per cent., were secured by a vendor's lien; and since there was no statute which limited the amount of the arrears of interest to be recovered, these extended over the full thirty years back to the date of the assignment.

Damage by Subsidence.

WITH REFERENCE to the subject of our article last week on "Damage by Subsidence" a learned correspondent suggests that ROMER, L.J., who differed from the majority of the Court of Appeal in *Tunnicliffe & Hampson (Limited)* v. *West Leigh Colliery Co.* (1906, 2 Ch. 22), based his decision on a view of the facts essentially different from that adopted by the Master of the Rolls. The latter assumed at the commencement of his judgment that the subsidence was continuing, for he quoted the report of the official referee to the effect that the subsidence had been going on some time, and after a temporary abatement was still continuing. ROMER, L.J., on the other hand, used words which signified an elimination from his mind of any question of continuous subsidence, however slow. He rejected that element of damage which was "based entirely on the fear of future subsidences and not on a continuation of the existing subsidence." The words in the head-note, "future subsidence," should, therefore, it is suggested, have been so qualified as to denote the

future extension, unknown in duration and effect, of the present continuing subsidence, and not, as Lord Justice ROMER grasped the problem, a future fresh—that is to say, distinct and severable—subsidence.

"THERE ARE, however," our correspondent adds, "clear indications in the judgment of the Master of the Rolls of a desire to rely on the depreciation of market value as the fair measure of damages, even if there should be included in that depreciation the result of a general apprehension, possibly unfounded, sentimental, and temporary, of a future distinct damage which would give, should it occur, a fresh cause of action. He gave his opinion that this particular head of damage flowed directly from the already consummated cause of action, but it is submitted that what is clearly an anticipation of a cause of action which is at present imaginary cannot flow with any legal directness from another which only exists by reason of actual damage. The Master of the Rolls added that this same head of damage would form no part of a second cause of action should a fresh subsidence take place. If that be so it is arguable that the defendant would to some extent be technically purchasing a right to commit a wrong. The Master of the Rolls illustrated his meaning by the following example; he supposed the third party, say C., to have purchased damaged premises from the plaintiffs, A., at the price diminished by reason of the fear of a future subsidence. When, in this test example, the fresh subsidence takes place and gives rise to an action against B.—that is, the colliery company—C. can only recover from B. the difference between the market value after the second subsidence and that at which he bought; therefore B. does not pay a second time that which he has already paid to A. in respect of the first diminution of selling value. But let us suppose that before C. buys a considerable time has elapsed without a fresh subsidence, that the fear of such taking place has itself subsided, and that the property has consequently regained such a selling value as it would have had after the first subsidence, provided that the fear of a second had been eliminated or that the cause of action attached to a second subsidence had been generally regarded as sufficient security against such an event. Then it follows that C., having bought at the true price would, if a second and serious subsidence should occur, be in a position to recover from B., firstly, that which B. had already paid to A. on the ground of risk of future subsidence; and, secondly, as much more as would with the former cover the second actual depreciation of the selling value. Or, in the event of the second subsidence causing but slight damage, is B. to be allowed to reap a benefit from the second subsidence he has caused and to counterclaim for the larger sum which he has already paid, though not to C., on that account?" These questions illustrate the difficulties which, as we have pointed out, may arise out of the inclusion of the risk of future subsidence in assessing damages for an actual subsidence.

A Double Income Tax.

IN SEVERAL of the revenue cases which have been recently argued in the High Court, and which related to income tax imposed by the Imperial Government on English companies carrying on business abroad, complaint was made that the effect of the decision of the court was to subject merchants to a double tax in respect of their profits from the same business; and we understand that British firms and companies have a similar grievance against colonial governments, being taxed by the colonial revenue authorities upon a proportion of their gain, and being also obliged to include the same profit in their income for taxation purposes in this country. But we know of no maxim of law or taxation which prohibits a double tax; the country which places an impost upon any one within its jurisdiction is not bound to consider the amount of any taxes which he may be required to pay out of the jurisdiction. It is possible that some arrangement might be made between England and her colonies with respect to duplicate taxation, but the matter is attended with much difficulty.

Lord Loreburn will visit Annan on the 11th of October to receive the freedom of the burgh and to open the Carnegie Free Library.

Lord Lindley on the Trade Disputes Bill.

THE *Times* of the 6th inst. contained an important contribution from Lord LINDLEY on the demands of trade unions, and it probably indicates the line of attack which will be made on the Trade Disputes Bill when that measure comes before the House of Lords. At present the country has before it the recommendations of the Trade Disputes Commission contained in the report issued at the beginning of the year, and also the much more drastic proposals of the Bill as amended in Committee of the House of Commons. Lord LINDLEY's position is shewn by the following passage which forms the conclusion of his article:

"Many of the recommendations contained in the recent report on trade disputes are free from objection, and might be safely embodied in a statute; but some of these recommendations go too far, as is pointed out by the dissenting Commissioners, and as the foregoing observations are intended to shew. The Bills before Parliament go much further than the recommendations of any of the Commissioners, and are in many respects so unjust that it is hardly credible that even the present House of Commons will pass them. The House contains many more fair-minded men than extreme enthusiasts, who magnify their own grievances and are blind to the consequences to others which the measures they advocate would inevitably produce."

Lord LINDLEY consequently declines to advance even so far as the majority of the Royal Commission (Lord DUNEDIN, Mr. ARTHUR COHEN, K.C., and Mr. SIDNEY WEBB), and he is considerably behind the present majority of the House of Commons. The particular points with which he deals are the proposed amendment of the law of conspiracy and picketing, and the liability of trade union funds for damages arising through torts committed in the course of trade disputes. The trade unions, he says, demand "(1) an alteration of the law of conspiracy, and power to watch, beset, picket, and otherwise annoy those who oppose them or render their strikes ineffectual. They disclaim all right to use violence or threats of violence or to break contracts, but all other methods of compulsion they want liberty to use. (2) They demand power to use the funds of the union to support strikes, and yet to protect such funds from all claims to damages occasioned by the strikers and others in carrying out their orders."

The alteration in the law of conspiracy to which Lord LINDLEY refers was treated by the majority of the Trade Disputes Commission as the proper consequence of the change effected by the Conspiracy and Protection of Property Act, 1875. The change was designed to alter the rigour of the criminal law in favour of trade unions, and it was enacted by section 3 that "an agreement or combination by two or more persons to do or procure to be done any act in contemplation or furtherance of a trade dispute between employers and workmen shall not be indictable as a conspiracy if such act committed by one person would not be punishable as a crime." This has to a large extent removed trade diputes from the scope of the criminal law, but, as appeared from *Quinn* v. *Leathem* (50 W. R. 139; 1901, A. C. 495), it has not exempted them from corresponding liability to a civil action. The Trade Disputes Commission considered that this was an anomaly. It would be reasonable, said the majority, to recognize that by the Act of 1875 it was conceded that trade unions, who necessarily act by means of combination, should for the purposes of trade disputes be put in a special position, and while the protection then conceded was confined to the criminal side, they thought it might fairly be said that the civil side should be equally dealt with. They proposed accordingly that it should be enacted "that an agreement or combination by two or more persons to do or procure to be done any act in contemplation or furtherance of a trade dispute shall not be the ground of a civil action unless the agreement or combination is indictable as a conspiracy notwithstanding the terms of the Act of 1875." The clause actually contained in the amended Trade Disputes Bill runs as follows: "An Act done in pursuance of an agreement or combination by two or more persons shall, if done in contemplation or furtherance of a trade dispute, not be actionable unless the act, if done without any such agreement or combination, would be actionable as a tort."

Lord LINDLEY, so far from agreeing that this enactment is a

natural consequence of section 3 of the Act of 1875, regards that section as unsound in principle, and is strongly opposed to any extension of it. The vagueness which is objected to the law of conspiracy he regards as incidental to the nature of the subject. Conspiracy can no more be defined than fraud. He says:

"As regards definition and want of precision, it must be borne in mind that the acts sought to be prevented or remedied by legal proceedings for a conspiracy are as numerous and various in kind as are the acts sought to be prevented or remedied by legal proceedings based on fraud. Fraud can be described, but no one with any legal experience and good sense would venture accurately to define it. Experience shews that any precise definition of fraud would fail to include some forms of dishonesty which ingenious and unscrupulous persons might invent. A similar observation is true of conspiracy to compel obedience to commands."

And the particular form of conspiracy which Lord LINDLEY wishes to prevent is the conspiracy to compel others to have no dealings with a man—the form of conspiracy, in fact, which was present in *Quinn* v. *Leathem*. The paragraph in which this is explained must be quoted at length:

"A combination of several persons to do harm to another, and harm done to him in fact, does not necessarily give him a right of action. If the harm done is only the consequence of what the combination has a right to do, the harm is not actionable. The *Mogul case* shews this. But there is a broad distinction between doing harm to a person by abstaining from having any dealings with him and doing him harm by compelling others to have no dealings with him. One person cannot practically do much harm in this way, but a number of persons acting together may, and, if they do, is the injured person to have no remedy? What is done by many cannot be the same as the act done by one, and it is only by ignoring this obvious truth that it is even plausible to maintain that what it is lawful for one person to do ought to be lawful for several to do in concert. A refusal by one person to deal with another is very different from a general boycott of him enforced by many persons acting in concert. Boycotting is an intolerable grievance, and it is not easy to relax the law of conspiracy without allowing boycotting with impunity."

To examine into the relation between the proposed change in the law and boycotting would be beyond the scope of the present article. The majority report of the Trade Disputes Commission stated that "the existence of a criminal sanction for conspiracy is a valuable preservative of order, and modern times have shewn that there are certain forms of oppression generally known as boycotting which can scarcely be met except by its aid"; and the separate memorandum on the civil action of conspiracy by Mr. ARTHUR COHEN, concurred in by Lord DUNEDIN, Sir GODFREY LUSHINGTON, and Mr. SIDNEY WEBB, concludes with the remark that nothing which has been urged by way of restricting the action "impugns in the slightest degree, or is intended to throw any doubt whatever on the proposition that in all cases where boycotting or any other act or agreement intended to cause injury is a misdemeanour or criminal offence a civil action can be maintained by the injured person."

Whether the Trade Disputes Commission considered that there would remain any check on boycotting in trade disputes if the proposed legislation were carried is, perhaps, not quite clear; but Lord LINDLEY's opinion is that there would not, and it is safe to assume that this is correct. Mr. FREDERIC HARRISON, in a letter to the *Tribune* of the 12th inst., boldly takes the question out of the domain of law and places it in that of politics. Trade disputes must, in the interest of the workmen themselves, involve the power of compulsion. Both Lord LINDLEY, he says, "and the lawyers and economists he represents shut their eyes to the dominant facts which separate trade questions from all ordinary matters of business. There are two governing facts which change every trade dispute and govern the whole law concerning them. The first is that every trade union is permanently fighting for its very life against a secret, powerful, unscrupulous combination of capitalists who are ready to take any opportunity to destroy or cripple it." The second fact relates to the alleged hostility of the tribunals to labour, and it is not necessary to quote further. Mr. HARRISON's contention is, that the existing law, if it stands in the way of trade unions and their aims, must be set aside. A trade union is to be treated as *imperium in imperio* with a natural right to the allegiance of all workmen, and this right involves the power of compulsion. Of course, Lord LINDLEY would reject any such hypothesis altogether. "After all," he says, "trade unionists are a small proportion of working men; and to authorize by law the tyranny which they would be able to exercise over those who refuse to side with them would be utterly opposed to their liberty, would be manifestly unjust to them and to all who might be desirous of employing or working with them."

The last passage occurs in the course of Lord LINDLEY's remarks on the proposed extension of the right of picketing. The Bill authorizes persons "to attend peaceably and in a reasonable manner at or near a house or place where a person resides, or works, or carries on business, or happens to be, if they so attend merely for the purpose of obtaining or communicating information or of persuading any person to work or abstain from working." Lord LINDLEY objects that this "peaceable persuasion" conceals what is really wanted, which he says, is the power of coercion. "What is wanted by trade unions is power to coerce by numbers such persons as they cannot succeed in peaceably persuading by other means." The extension of the right of picketing really involves, his lordship considers, the compulsion against which he is protesting.

There remains the question of the protection of trade union funds against payment of damages for wrongs done by them or their agents, and here Lord LINDLEY has to some extent the Trade Disputes Commission on his side. The exemption of trade unions from liability for damage was characterized in the report as opposed to the very idea of law and order and justice, though recommendations were made for the separation of benefit funds and the exemption of funds of this class; also for allowing the central authority of a union to protect itself against the unauthorized and immediately disavowed acts of branch agents. The latter suggestion is rejected by Lord LINDLEY as incompatible with the law of principal and agent. He observes:

"What would be thought if a bank sued for dishonouring a cheque, or for misapplying money or securities entrusted to it, could defend itself by proving that it was the fault of one of its branches? The law of agency often produces hardships on employers, but that is no reason for altering it in favour of trade unions so as to produce greater injustice to others than it produces now to trade unions and other associations who carry on their operations by agents."

The provisions of the Bill, however, make any distinction between the centre and the branches unnecessary, and also the separation of benefit and general funds, for in its present form trade unions are exempted from payment of damages for "any tortious act alleged to have been committed by or on behalf of any trade union." It is unlikely that the criticism levelled at the Bill by Lord LINDLEY will have the effect of altering all the clauses to which he objects, but he has done useful service in calling attention to the probable effects of the measure, and if Parliament should prefer Mr. FREDERIC HARRISON's views to his, it will be realized that this is because political or social requirements necessitate a grave departure from the ordinary rules of law.

His Honour Judge Moss, says the *Times* of the 11th inst., has given his decision in a case heard at the Menai Bridge County Court, in which a point of importance to farmers and farm labourers was raised under the Workmen's Compensation Acts. The applicant, a farm labourer, was lent by the respondent, his employer, to a neighbouring farmer to work with a threshing machine, and while he was thus employed the prong of a hay-fork went into his eye and destroyed it. It is the custom of Anglesey farmers to lend men one to the other for threshing and other purposes. The men are under the control of the borrower, but their wages are paid by their regular employers; and the question here was, who was liable to pay compensation by section 1, sub-section 1, of the Act of 1897. His honour pointed out that he was governed by the authorities from *Rourke* v. *White Moss Colliery Co.* (2 C. P. D. 205) to *Donovan* v. *Laing* (1893, 1 Q. B. D. 629), and reluctantly found that at the time of the accident the applicant was not in the employ of the respondent. The application was therefore dismissed with costs.

At the meeting of the Associated Chambers of Commerce at Bristol this week, Mr. R. H. Best (Birmingham) moved: "That, having regard to the hardship inflicted on British manufacturers by the operation of the laws of Continental countries relating to the registration of designs, which give no protection to designs not worked in such countries, this association is of opinion that steps should be taken with the view of securing such an amendment of the Patents, Designs, and Trade-Marks Acts, 1883 to 1901, as will make it compulsory for designs registered in the United Kingdom to be worked in the country, and that the President of the Board of Trade be asked to receive a deputation from this association on the subject." The resolution was adopted. Resolutions were next carried at the suggestion of the Liverpool Chamber, urging the Government to introduce legislation embodying the draft codes on collision and salvage agreed to by the Brussels Diplomatic Conference of October, 1905, and also demanding an alteration of the present *ad valorem* duty on marine insurance policies to a uniform duty of a penny, as in the case of fire insurance policies.

Cases of the Week.

Before the Vacation Judge.

Re **H. H. FANSHAWE, A SOLICITOR.** *Ex parte* **DILLAMORE.** 12th Sept.

DELIVERY OF BILL OF COSTS—ATTACHMENT.

Motion for a writ of attachment. The respondent, Henry Horatio Fanshawe, had acted as solicitor to the applicant, Mr. Dillamore. On the 8th of May, 1906, he was served with a notice of motion on behalf of the applicant that he be directed to render an account of all moneys he claimed to be due to him from Mr. Dillamore, both for advances and costs, and to deliver up certain books and papers belonging to Mr. Dillamore. The motion came on for hearing before Swinfen Eady, J., on the 11th of May, and was adjourned for a fortnight. On the 25th of May it again came on for hearing, and the respondent, by his counsel, gave an undertaking to deliver his bill of costs on or before the 30th of June, the motion again standing over. This undertaking was not complied with. The matter again therefore came before Swinfen Eady, J., on the 20th of July, but at the respondent's request stood over for a week, he to deliver his bill of costs in the meantime. On the 27th of July, this not having been done, Swinfen Eady, J., made a four-days order in the terms of the notice of motion, and this order was personally served on the respondent on the 24th of August, it being alleged that he had attempted to evade service thereof. The order was not obeyed. In his affidavit the respondent alleged that he had lately removed from his former offices to his present place of business, and that the papers necessary to enable him to prepare a proper bill of costs had been in consequence mislaid, but that he was prosecuting a diligent search for them, and would comply with the order as soon as he found them.

SUTTON, J., said that this affidavit had been before Swinfen Eady, J., who had not apparently paid much attention to it. He could not go behind the order, and the writ of attachment must issue, but it would lie in the office for a fortnight.—COUNSEL, *Bramwell Davis*, K.C.; *J. C. Gordon*; *W. E. Ball*. SOLICITORS, *Fowler & Co.*

[Reported by W. L. L. BELL, Esq., Barrister-at-Law.]

New Orders, &c.

The Companies Acts, 1862 to 1900.

TABLE A.

ERRATUM.

In the 74th clause of Table A, published in the *London Gazette* of the 31st of July, "consolidation" should be substituted for "consideration." —*Gazette*, 7th September.

Law Societies.

The Law Society.

The fourth session of the new system of lectures and classes inaugurated by the Law Society began at the society's hall on Monday night, when the Principal delivered the first lecture of his course on real property and conveyancing to final students, and Mr. Robertson Dunlop the first lecture of his intermediate course on civil injuries. At the close of the lectures, Mr. Henry Attlee, the president, distributed the prizes awarded on the work of the session 1905-6, and certificates of distinction awarded to students at the first two terminal examinations of the year. The first and second prizes for final students were equally divided between Mr. C. A. Davis and Mr. F. A. Carlton Smith; the third prize went to Mr. H. R. Hart. The first and second prizes for intermediate students were awarded to Mr. R. A. Dunstan and Mr. H. M. Bowden respectively. The president in the course of an address expressed the hope that in the near future it would be possible for the Council of the society to become more intimately acquainted with the students, in whom they took the greatest possible interest. They were entering a great profession and should be careful to uphold its honour They should learn to appraise rightly the character of the men in the profession whom they were going to select as ideals. If the profession were ever to rise to a higher plane of usefulness, it could only be by the resolution of each of its members to live his own life with fidelity and courage. Their profession was one in which their influence would tell very greatly, all the more because it was unseen and worked silently. Sir Albert Rollit, in moving a vote of thanks to the president, said the society's students had now as good a school of law as it was possible for them to possess. He hoped that solicitors would be the advocates of the future. Professor Jenks, the principal and director of legal studies, seconded the motion, which was adopted.

At Chester, on the 6th inst., twenty-five passive resisters were summoned, including his Honour Judge Samuel Moss and eight Nonconformist ministers. Judge Moss wrote that he hoped that this would be the last occasion on which he had to made a public protest against the existing condition of things. The bench made orders in all cases.

The Education Rate.

The *Daily News* gives the following report of observations made at Swainsthorpe (Norfolk) Petty Sessions on the 7th inst. by Lord Lindley. His lordship, who is chairman, thought it desirable to make some observations concerning the decision of the Court of Appeal in the West Riding education rate case, confining what he said to the effect to be given to that judgment by justices of the peace at petty sessions. The court was not unanimous in its finding, but the finding was that when local educational authorities have not fixed or undertaken to pay the teachers in non-provided schools they were under no legal obligation to pay such salaries in full, but might deduct from the salaries agreed to be paid by the managers such an amount as might reasonably be supposed to be paid for denominational religious teaching. The decision went no further. The court had not to consider, and did not decide, that agreements by local education authorities to pay for such teaching were invalid; that if such authorities fixed the salaries which they would pay they could afterwards lawfully refuse to pay the amounts so fixed. Some persons seemed to think that it had been decided that local education authorities could not bind themselves by such agreements, and could repudiate them if entered into. This, however, was a complete mistake. There was as yet no decision to this effect, whatever there might be in the future. The education authorities were the persons to decide the amount required for educational purposes both for provided and non-provided schools. This amount, when settled, was in rural districts demanded from the guardians of the poor as part of the county fund to be raised in the various unions, and became a charge on the poor rates of the parishes which had to contribute to its payment, and these rates had to be raised by overseers as part of the poor rates. In fact, the poor rate for any parish or district was raised not only for the relief of the poor, but also for all other purposes the expense of which was by statute charged on the poor rates. There were several such purposes. Neither the guardians, nor the overseers, nor the justices at petty sessions knew how the amounts charged on the poor rates had been arrived at. Nor was it their duty to inquire into the matter, nor had they any powers to require information about it. They had to do with the poor rate as a whole, and nothing else. They had no jurisdiction to review the decision of the education authorities, nor to ascertain whether they had demanded too much or too little. Neither had the justices at petty sessions any concern with how the money raised by the overseers was applied by the authorities to whom they pay the amounts which they had raised or paid over as required. The justices at petty sessions had no power to split up the poor rates into parts, nor to inquire into any of them, nor to correct any errors which might be discovered in the various amounts required to be raised. Justices of the peace must decide according to the law; but they were not entrusted with the power of administering all laws. Their jurisdiction, when sitting at petty sessions to deal with rates, was in truth very limited. They had to see that the rate had been made by the proper authority, and had been allowed and published as required by law, and, further, that the person who objected to pay the amount demanded from him was liable to pay it. The justices could not go behind the rate, and, except as above stated, they could not entertain any objection to it. The local education authorities ought not to be summoned before the justices, and never were summoned, to defend a poor rate or any part of it. To adjourn an application for a distress warrant, or to stay execution, simply because of the decision of the Court of Appeal in the *West Riding case*, was to adopt a course very difficult to justify on any legal grounds, and one which justices could not safely follow. Whether local education authorities raised money in order to pay for denominational religious teaching, or whether they did not, the duty of the justices at petty sessions was to decline to enter into the question. Their duty was to enforce the poor rate made by the overseers, and this would be their duty so long as the duties of justices in these matters were not altered by legislation. If the teachers were not paid their full salaries out of the rates difficulties would arise, and these difficulties would have to be solved by the Board of Education, or by the county courts, or the High Court, and not by justices of the peace. Passive resisters, unfortunately, must be expected, whichever course was adopted. All that it was necessary to say about them was that whatever Church or denomination, or sect they belonged to, they ought all to be judicially treated in the same way—according to law, and without fear or favour, affection or ill-will. Justices of the peace at petty sessions had no jurisdiction to redress their alleged grievances.

The German Emperor has invited the members of the International Law Association, who are holding a Conference in Berlin from the 1st to the 5th of October next, to be his guests at the Imperial Castle, Berlin, on the night of Wednesday, the 3rd of October.

"Kissing the Book," says the *Globe* in "Wig and Gown," "continues to hold a share among the topics of the holiday season. One of the most interesting contributions to the discussion has come from a lady. 'Some years ago,' she writes, 'I went with my husband to the Court of Probate regarding my mother's will. The chiefs were absent, and the clerks were amusing themselves practising gymnastics. After waiting some time my husband inquired, "How long do you gentlemen intend keeping us waiting?" After hunting about some time a clerk found a book which he gave to me. It was so greasy and dirty, that I opened it to see if there was a clean spot within the covers and, behold, it was a dictionary.' Even this experience is not without a parallel. At a court in Exeter some few years ago a witness was handed an old book with black covers held together by tape. On removing the tape he found that the volume on which he was to be sworn was a work on arithmetic!"

Legal News.

Appointment.

Mr. ALFRED DOUBLE, C.C., of 91, Fore-street, Cripplegate, E.C., has been appointed a Commissioner of the Supreme Court of the Transvaal to Examine Witnesses and to Take Affidavits in all Suits pending in that Court.

Changes in Partnerships.

Mr. RUBINSTEIN, who has practised at 5 & 6, Raymond-buildings, Gray's-inn, London, for upwards of thirty years, has recently associated himself in partnership with Mr. HARRY CECIL MYERS, who resides at 62, Holland-park, W., and who has been with him a considerable time. The firm name has accordingly been changed from Rubinstein & Co. to Rubinstein, Myers, & Co.

Admission.

Messrs. Tallent-Bateman & Thwaites, solicitors, of 40, Brazenose-street, Albert-square, Manchester, have taken into partnership Mr. WILLIAM HENRY WOOD MENZIES, solicitor, who served his articles with Messrs. Nicholls, Lindsell, & Harris, solicitors, of Altrincham and Manchester, with whom he remained after his admission in March, 1901, and for whom he has for some time and up to this date acted as managing clerk. The new firm will practise under the style of Tallent-Bateman, Thwaites, & Menzies, using generally the shorter name of Tallent-Bateman & Co.

Dissolutions.

THOMAS DAVIES and JOHN PARRY SINNETT, solicitors (Davies & Sinnett), Aug. 29. All debts due to and owing by the said late firm will be received and paid by the said Thomas Davies. [*Gazette*, Aug. 31.

THOMAS JOSEPH GILL, THOMAS LISTER FARRAR, GEORGE HERBERT CHARLESWORTH, and JAMES GILL LISTER FARRAR, solicitors (Gill, Radford, & Co.), Manchester. June 30. By the retirement of the said Thomas Joseph Gill. All debts due to or owing by the said firm will be received and paid by the said Thomas Lister Farrer, George Herbert Charlesworth, and James Gill Lister Farrar, who continue the said practice under the present style or firm of Gill, Radford, & Co.

THOMAS WILLIAM JAMES and BENJAMIN DAVID THOMAS, solicitors (T. W. James & Thomas), Swansea. Aug. 31. All debts due to and owing by the late firm will be received and paid by the said T. W. James, by whom the business will be carried on in his own name at the same place as heretofore. [*Gazette* Sept. 7.

General.

At Bury St. Edmunds, on the 6th inst. ten passive resisters urged that the sectarian part of the rate could not be legally enforced, and requested the magistrates to postpone any order respecting such portion. The Mayor (Alderman Bullen) said the opinion of the majority of the bench was that a refusal to grant distress warrants could not be legally justified under the law, as it was now declared, any more than it could before. They were advised that if they refused to issue warrants they would be subject to a *mandamus* directing them to do their duty.

At Marlborough-street, on Tuesday, the 11th inst., John Smith, of Pollen-street, Hanover-square, was summoned before Mr. Denman for having falsely represented himself to be a solicitor in applying for a debt on behalf of Mr. T. F. Mathews, a bootmaker, of Lower Porchester-street, W. Mr. Robert Humphreys, solicitor, who prosecuted on behalf of the Law Society, said that the defendant in applying for the debt wrote: "Sir,—We are instructed by Mr. T. F. Mathews to apply to you for payment of £2 10s. owing by you, and if you wish to save yourself trouble and costs of proceedings please remit the amount within three days, failing which we have instructions to proceed without further notice to you." The expressions in that letter, Mr. Humphreys said, were those always employed by a solicitor, and the style of the letter paper and heading were the same as used by solicitors. Detective-inspector Smale gave evidence of having interviewed the defendant on the matter, and Mr. Arthur S. Ward, a journalist of Stockwell-road, spoke to having received the letter in question. In defence, Mr. Smith said that the letter was a form composed by his partner, Mr. Paisley, in the debt collecting business. Mr. Paisley had left the office, and he (defendant) by accident allowed a letter copied by his clerk in the words complained of to be sent out. He had no intention of committing a breach of the law. Mr. Denman came to the conclusion that the reasonable construction to be put on such a letter by any recipient would be that it came from a solicitor. The defendant would have to pay a fine of £5 with £3 3s. costs.

Mr. Plowden, says the *Tribune*, gave his decision at West London, on the 6th inst., on a summons brought by William Mott, a coal heaver, of Notting-dale, who sought to have a separation order obtained against him by his wife, on the ground of desertion, discharged on the ground of her misconduct. At the last hearing the evidence shewed that both the husband and the wife had been unfaithful to each other. It was argued that as the husband's desertion of his wife conduced to her subsequent misconduct her act should not prevent her being supported by him. Mr. Plowden observed that he was relieved to find that the wife was not deprived of the arrears of maintenance due to her under the order, but inasmuch as she had been guilty of misconduct, the order for maintenance must be discharged. The case seemed to him to illustrate very forcibly the futility—the worse than futility—that might attend the decree of judicial separation. In the eye of the law when such a decree was granted, the wife was considered to have obtained the full measure of redress to which she was entitled by the desertion of her husband. Whether she was aware that a single lapse on her part would render her liable to be deprived of her claim on her husband for support was doubtful—that consideration was probably absent from most women under such circumstances. The position of the parties, therefore, was this: That the husband had full reason to congratulate himself on the success of his scheme. He had exchanged the society of his wife for that of another woman without being called upon—as it now turned out—to contribute to the support of his wife. The position of the wife was that she lost everything. She had lost her alimony, and if one peeped into the future it was clear that if she should fall out of work she would drift into the workhouse. Then there was the question of the children. These must revert to the custody of their father, who could take them away from his wife and introduce them into his home—and what a home it was!—where he was living in open sin. That was the future of the children. If in this case, added his worship, the magistrate had had power to grant a divorce this train of consequences would have been prevented. He accordingly discharged the order, and directed the husband to pay his wife the arrears of maintenance due.

Among a list of 1,046 rate summonses down for hearing on the 6th inst., says the *Tribune*, at West Ham, Mr. J. Ratcliffe Cousens had to dispose of the cases of about forty-five passive resisters. The first case called on was that of C. Boardman & Sons, drapers, of the Broadway, Stratford, who were summoned in respect to arrears of poor rate to the total of £563 11s. 7d., and of £329 18s. as to the district rate. In reply to Mr. Ratcliffe Cousens, Mr. John Boardman, a member of the firm, said that none of the money had been paid because they had had a communication from the borough treasurer refusing to accept any sum less than the full amount of the rate. The firm was willing to pay all but £25, a sum which they deducted because it went towards denominational education. He asked the magistrate, in view of the West Riding decision, to adopt the course taken at some other places, and adjourn the cases *sine die*. Mr. Ratcliffe Cousens: How do you assess the amount at £25? Mr. Boardman: We saw the rating authorities, and we were informed that the cost of religious teaching in West Ham was calculated at an average of 2d. in the £. Mr. Ratcliffe Cousens said the decision in the West Riding case did not affect magisterial administrative work. The decision amounted practically to this—although the local authorities are not compelled to grant money to denominational teaching, if it does decide to do so the overseers are right in levying a rate. Their magisterial duty—the rate being properly made and signed—was merely administrative. He should make an order for the payment of all the balances unpaid, and issue distress warrants. Mr. J. Boardman said that in view of the West Riding decision it might be that they would go to a higher court, and he did not understand that the local authority had a desire to go further. Mr. Cousens said that would not alter his opinion. He should make orders for the payment of the balances unpaid. The Rev. S. W. Hopkins, speaking on behalf of the other defendants, as secretary of the local Passive Resistance League, said that it seemed to him that the decision of the Master of the Rolls was an authority and a statement of what the law was. Therefore the decision did affect the magisterial administration. Mr. Ratcliffe Cousens: I must differ. Where a council has chosen to levy a rate, such a rate is legal. The Rev. S. W. Hopkins added that it seemed to them a monstrous principle that a local authority could levy a rate which was not directly authorized by Act of Parliament. Mr. Ratcliffe Cousens: You will find that the result of the decision is that a local authority can or need not, as it pleases, ask the overseers to levy a rate for religious education. The usual orders were then formally made for the payments of the unpaid balances.

Mr. E. Chitty, says the *Times*, began his revision of the voters' lists in respect of South St. Pancras at the St. Pancras Town Hall on Saturday, the 8th inst. At the outset, he said, with reference to the case of *Kent* v. *Fittall*, that he had read the case very carefully. It seemed to him that the popular view of the decision in the Court of Appeal—namely, that it altered the whole status of the inmates of a house—was not borne out by a careful perusal of the case; but that it made a very considerable alteration of the law, or what was understood to be the law, there was no doubt. Formerly they had a very simple, rough-and-ready rule, based on the registration order, classifying voters as resident landlord, lodger, absent landlord, and inhabitant occupier. That convenient rule of thumb they must now dismiss from their minds. But, except as to the relation of the landlord with the occupier, the law had not been altered. All that the case stated was this—that the residence of the landlord was not in itself conclusive as to the status of inmates; that was, inmates might or might not be lodgers or occupiers, according to whether the landlord did or did not exercise control over the inmates. The matter of control was very much simplified, because the Court of Appeal held in the case of *Kent* v. *Fittall* that the barrister's finding as to control was conclusive. Therefore the onus lay upon him as to that. The question was thus reduced to one of fact and not of law. The borough council, as overseers, had instituted a special canvass by inquiry agents with respect to all the doubtful cases. He had read the instructions given the agents, and they seemed to him to be thoroughly in accordance with the law. He should give very great weight to the results of their inquiries, and assume that all matters of fact, especially as to control, or non-control, had been duly investigated. If, in the course of their inquiries, they found a resident landlord, the presumption was that the other inmates

of the house were lodgers. That was expressly stated in the judgment in *Kent* v. *Fuitall*. Then it would be for those who said that the relation of landlord and lodger did not obtain to shew that there was such an absence of control that the presumption which the Master of the Rolls laid down was rebutted. In reference to an objection subsequently taken, Mr. Chitty said he would not laid down any general rule as to what was control and what was not control. The question would be decided by the special circumstances of each case. Objection was taken to the claim of Mr. John York, of 17, Acton-street, Gray's-inn-road, as an occupier. Mr. Collins, Conservative agent, alleged absence of control. Mr. York's landlady asserted that she chained her door at half-past ten nightly "unless otherwise arranged," that she only allowed Mr. York to have a friend to stay with him subject to her consent, and that she permitted him to have a cat and not a dog. (Laughter.) The Liberal inquiry agent (Mr. Bellman) stated that Mr. York informed him he had sole control over his rooms, and his landlady corroborated this. Mr. Chitty struck out the name, but said he would afford an opportunity for an application for rehearing.

To Executors.—Valuations for Probate.—Messrs. Watherston & Son, Jewellers, Goldsmiths, and Silversmiths to H.M. The King, 6, Vigo-street (leading from Regent-street to Burlington-gardens and Bond-street), London, W., Value, Purchase, or Arrange Collections of Plate or Jewels for Family Distribution, late of Pall Mall East, adjoining the National Gallery.—[Advt.]

Winding-up Notices.

London Gazette.—Friday, Sept. 7.

JOINT STOCK COMPANIES.

Limited in Chancery.

Alsop Flour Process, Limited—Creditors are required, on or before Oct 7, to send their names and addresses, and the particulars of their debts or claims, to John Abernethy, Dashwood House, New Broad st

Cape Manganese Ore Co, Limited—Creditors are required, on or before Nov 19, to send their names and addresses, and the particulars of their debts or claims, to Mr Albert John Howell, 21, Finsbury-pvmnt. Crump & Son, Leadenhall st, solors to liquidator

Clifton Consolidated Copper Mines of Arizona, Limited—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to William Harold Wreford, 6, Dowgate hill, Cannon st. Greenip & Co, George st, Mansion House, solors for liquidator

London Coliseum, Limited—Petn for winding up, presented Sept 5, directed to be heard before Warrington, J., on Oct. 30. Osborn & Osborn, Coleman st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 29

Turner's Motor Manufacturing Co, Limited—Creditors are required, on or before Oct 1, to send their names and addresses, and particulars of their debts and claims, to W. Vincent Vale, 18, Darlington st, Wolverhampton

London Gazette.—Tuesday, Sept. 11.

JOINT STOCK COMPANIES.

Limited in Chancery.

"A and R Man Limited," City Mills, Wakefield, Maltsters (in Voluntary Liquidation)—Creditors are required, on or before Sept 30, to send their names and addresses, and particulars of their claim to Wm Adgie, jun, and Wm H Plaits, 1, Oxford row, Leeds

New Phenix Brewery, Limited (in Liquidation)—Creditors are required, on or before Oct 30, to send their names and addresses, together with full particulars of their debts or claims, to Alfred Cotton Harper, 10, Trinity sq, Tower hill

Goldfields of Matabeleland, Limited—Petn for winding up, presented Aug 29, directed to be heard Sept 19. Hyman & Co, Guildhall chmbrs, Basinghall st, solors to petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept 18

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Friday, Sept. 7.

Alsop, Rebecca, Larch rd, Cricklewood Oct 15 Lydall & Sons, John st, Bedford row

Ashworth, Edmund, Bryn-y-menai, nr Menai Bridge Oct 10 Ashworth & Inman, Manchester

Batsford, Bradley, High Holborn, Bookseller Oct 7 Skelton, Lincoln's inn fields

Carr, Elizabeth, Southport Sept 17 Whitehead, Preston

Crane, Andrew James, Seabrook, nr Hythe Oct 19 Hall, Folkestone

Edwards, James Henry, Amhurst rd, Hackney Oct 24 Sawbridge & Son, Aldermanbury

Fowkes, Elizabeth, Rothley, Leicester Oct 31 Toller & Pochin, Leicester

Gentry, Robert, South Darenth, Kent, Wheelwright Nov 1 Chancellor & Ridley, Dartford

Gordon, William Everard Alphonso, C B, Eastbourne Oct 13 Stapley, Eastbourne

Green, Mary, Hatfield Broad Oak, Essex Sept 20 Gee & Sons, Bishop's Stortford

Haxby, Harriet, East Retford, Notts, Rope Manufacturer Oct 26 Mee & Co, Retford

Hibbert, George Hudson, Mansfield, Notts Sept 22 Hibbert & Son, Mansfield

Hills, Eliza, Ely, Cambridge Oct 16 Rogers & Russell, Newmarket

Hine, Ada Mary, Pentieton, British Columbia Oct 10 Bradley & Son, Cardiff

Hunter, Robert, Seaham Harbour, Durham, Contractor Oct 15 Wright & Co, Seaham Harbour

Kann, Maurice Edouard, Paris, France Oct 13 Adler & Perowne, Copthall av

Kellett, Sarah Ann, Leicester Nov 14 Billson, Leicester

Kelly, Marianne, Watford Oct 8 Camp & Ellis, Watford

Kelsall, Ada Marion, Morecambe Oct 1 Maxted & Co, Lancaster

Lee, Henry William, England ln, Hampstead, Fruiterer Oct 15 Bull & Duncan, Old Jewry

Millican, Thomas, Sunderland Oct 8 Walker, Sunderland

Nixon, Mary, Claybrooke, nr Lutterworth Nov 1 Daniel, Leicester

Nockolds, Martin, Saffron Walden, Essex, Land Agent Oct 8 Ackland & Nockolds, Bishop's Stortford

Pearse, Robert Edmund, Ramsgate Oct 4 Lawrence, Essex st, Strand

Perkins, Frances Jane, Torquay Oct 1 Hooper & Wollen, Torquay

Rae, Robert Rochfort, Liverpool, Surgeon Nov 5 Harrison & Burton, Liverpool

Ricketts, George, Okeford Fitzpaine, Dorset, Farmer Sept 29 Watts & Co, Yeovil

Roe, Fanny Harriet, Bath Oct 1 Ingle, Bath

Smith, Ellen Elizabeth, Regent's Park Oct 8 Parlett, Edgware rd, Hyde Park

Studd, Almod Ernest, Eastbourne Sept 30 Ingle, Bath

Templeton, Matilda, Norton, Sheffield Oct 4 Taylor & Emmet, Sheffield

Thrupp, Rev Horace William, MA, Musbury, Devon Oct 1 Mortimer, Colyton, Devon

Welldon, Thomas, Deal Oct 8 Brown & Brown, Deal

Willson, Rev William Wynne, Oxford Oct 8 Minet & Co, King William st

Woodhead, John Ramsden, Armley, Leeds Sept 30 Healey, Bradford

Yeo, Annie, Birkenhead, Chester, Ladies' Outfitter Sept 30 Mawson & Co, Birkenhead

London Gazette.—Tuesday, Sept. 11.

Adams, Jane, Rochdale Oct 11 Ripley & Co, Rochdale

Austin, John, Andover Oct 3 Mercer & Blaker, Henley on Thames

Best, William Edward, Oxford Oct 20 Galpin, Oxford

Bull, Zachariah, Dudley, Worcester Oct 9 Slater & Camm, Dudley

Bullard, Fred, Old Catton, Norfolk Oct 13 Blyth, Norwich

Bullee, Sir Walter Lawry, KCMG, Wellington, New Zealand Oct 8 Hillearys, Fenchurch bldgs

Carr, Sarah, Parkwood Springs, Sheffield Sept 29 Vickers & Co, Sheffield

Charleton, Teresa Mary, Newark, Notts Oct 1 Charlton, Newcastle upon Tyne

Clarke, James, Over Peover, Chester, Farmer Oct 20 Swindells, Macclesfield

Cooper, Alfred Ernest, Norbiton Oct 11 Routh & Co, Southampton st, Bloomsbury

Garside, John, Blowick, Southport Oct 13 Mayhew & Co, Southport

Hardy, Eliza, Formby, Lancs Oct 11 Evans & Co, Liverpool

Heyworth, Eliza, Castleton, Rochdale Oct 11 Ripley & Co, Rochdale

Hoare, Thomas, Ennismore gdns Oct 18 Gadsden & Treherne, Bedford row

Hort, William, Southampton Oct 20 Page & Gulliford, Southampton

Houghton, Elizabeth, Woodhey, Rock Ferry, nr Birkenhead Oct 12 Woodburn & Holme, Liverpool

Hunter, John, Darlington Oct 11 Smirk, Newcastle upon Tyne

Lambert, Bessy, Cheltenham Nov 1 Rickerby, Cheltenham

Mansell, Andrew, Little Ness, Salop Oct 20 Corser & Son, Shrewsbury

Moffitt, William Arthur, Whitley Bay, Northumberland, Provision Agent Oct 8 Ward, Newcastle upon Tyne

Newling, Arthur Noel, Rock Ferry, Chester Oct 25 Collins & Co, Liverpool

Peavitt, Henry, Bedhampton, Hants Oct 14 Allen, Portsmouth

Rigge, Ellen Amelia, Spalding, Lincs Oct 11 Paice & Cross, Clement's inn

Robinson, Ralph, Liverpool Oct 11 Davis, Liverpool

Sanderson, Charles, Queen Victoria st, Solicitor Oct 31 Sanderson & Co, Queen Victoria st

Shepheard, Alexander, New Springs, Aspull, Lancs Oct 7 Rowbottom & Milligan, Wigan

Southcott, Henry, Exmouth Oct 7 Sparkes & Co, Exeter

Southcott, Mary Anna, Exmouth Oct 7 Sparkes & Co, Exeter

Swift, John Thomas, Holtye, Sussex Oct 12 Morley & Co, Gresham House, Old Broad st

Sykes, Gertrude Ann, Middleton on Wolds, nr Driffield, Yorks Oct 31 Wooler & Co, Leeds

Thompson, Edward Neave, Richmond Dec 31 Merrimans & Thirlby, Mitre ct, Temple

Warden, Augustus Brooke, Ealing Oct 15 Stileman & Neate, Southampton st, Bloomsbury sq

Watson, Isabella Ann, Morpeth, Northumberland Oct 3 Brett, Morpeth

Woodruff, Thomas John, Deal Oct 1 Williamson, Deal

Woodruff, Caroline Ann, Deal Oct 1 Williamson, Deal

Bankruptcy Notices.

London Gazette.—Friday, Sept. 7.

RECEIVING ORDERS.

Allen, Frank Wood, Albany rd, Camberwell, Grocer High Court Pet Sept 5 Ord Sept 5

Andrews, David, Eaton Bray, Bedford, Publican Luton Pet Sept 4 Ord Sept 4

Bawtree & Co, Mark ln, Merchants High Court Pet July 30 Ord Sept 3

Bone, George, Poole, Dorset, Baker Poole Pet Aug 23 Ord Sept 3

Bradley, F W, Princes pl, Duke st, St James', Commission Agent High Court Pet July 12 Ord Sept 3

Davies, Caleb John, Whitland, Carmarthen, Commission Agent Pembroke Dock Pet Sept 4 Ord Sept 4

Dennis, Henry Edward, Hoo St Werburgh, Kent, Farmer Rochester Pet Sept 1 Ord Sept 1

Fraissais, Francis Kelland Scott Leonard, Brewer st, Regent st, Restaurant Keeper High Court Pet Sept 5 Ord Sept 5

Hamer, John, Bury, Lancs, Plasterer Bolton Pet Sept 3 Ord Sept 3

Hill, James George, Lincoln, Collector of Tolls Lincoln Pet Sept 1 Ord Sept 1

Hill, Sydney Walter, Lincoln, Tobacconist Lincoln Pet Sept 4 Ord Sept 4

Hoare, Frederick, Coventry, Fruit Salesman Coventry Pet Sept 3 Ord Sept 3

Hope, William, High Wycombe, Job Master Aylesbury Pet Aug 20 Ord Sept 3

Johnson, Edwin Albert, Saltley, Birmingham, Butcher Birmingham Pet Sept 5 Ord Sept 5

Kranz, Moses, Gateshead, Travelling Draper Newcastle on Tyne Pet Sept 3 Ord Sept 3

Levy, B, Bedford st, Stepney High Court Pet Aug 16 Ord Sept 5

Luckett, Gurney, Aylesbury, Architect Aylesbury Pet July 27 Ord Sept 3

Menzies & Co, John, Fenchurch st High Court Pet Aug 14 Ord Sept 5

Morton, Henry Joseph, Boston, Lincs, Higgler Boston Pet Aug 31 Ord Aug 31

Mulford, Arthur Henry, Comeragh rd, West Kensington High Court Pet Sept 4 Ord Sept 4

Mullis, Ernest Dennis, Loughborough, Leicester Leicester Pet Aug 23 Ord Sept 3

Newton, Alfred William, Haxey, Lincs, Farmer Lincoln Pet Aug 30 Ord Aug 30

Norrington, C H R, Malvern Wells, Pheasant Dealer Worcester Pet Aug 11 Ord Sept 3

Partridge, William, Altenburg gdns, Battersea, Commercial Traveller Wandsworth Pet Sept 4 Ord Sept 4

Pedrick, James Manning, Eastleigh, Southampton, Fish Dealer Southampton Pet Sept 5 Ord Sept 5

Pocock, Frederick Charles, Brighton, Outfitter Brighton Pet Sept 5 Ord Sept 5

Powell, Walter, Gt Ness, Salop, Farmer Shrewsbury Pet Aug 20 Ord Sept 4

Presgrave, Duncan, Saffron Walden, Essex Cambridge Pet Aug 20 Ord Sept 5

Prior, Joseph William, Cale st, Chelsea, Publican High Court Pet Sept 5 Ord Sept 5

Robinson, Abraham, Alwyne pl, Canonbury, Furrier High Court Pet Aug 23 Ord Aug 23

Rogers, Edward, Balsall Heath, Birmingham, Grocer Birmingham Pet Sept 4 Ord Sept 4

Runnacus, G W, Chiswick, Draper Brentford Pet Aug 20 Ord Sept 4

Smith, Henry, Chester le Street, Durham, Builder Durham Pet Sept 4 Ord Sept 4

Stanley, Frederick Charles, Wolverhampton, Baker Wolverhampton Pet Sept 4 Ord Sept 4

Thompson, Jos, Blackpool, Grey Cloth Agent Manchester Pet Aug 25 Ord Sept 5

Uttley, Thomas, Longsight, Manchester, Tin Trunk Manufacturer Manchester Pet Sept 4 Ord Sept 4

Ward, Henry Thomas Mahershalalhashbaz, Ringwood, Hants, Hairdresser Salisbury Pet Sept 4 Ord Sept 4

Williams, Frederick, Ludlow, Salop, Bootmaker Leominster Pet Sept 5 Ord Sept 5

Williams, M Edward, Broad st pl, Solicitor High Court Pet March 19 Ord Aug 9

WYNN, ARTHUR JOHN, Westcliff on Sea, Essex, Job Master Chelmsford Pet Sept 3 Ord Sept 3

Amended notice substituted for that published in the London Gazette of Aug 24:

TIFFIN, EDMUND, Birch, Essex, Butcher Colchester Pet July 24 Ord Aug 17

Amended notice substituted for that published in the London Gazette of Sept 4:

WHALLEY, THOMAS, Darwen, Lancs, Painter Blackburn Pet Aug 31 Ord Aug 31

RECEIVING ORDER RESCINDED, AND ADJUDICATION ANNULLED.

HARRISON, C PRICE, St James' st High Court Pet July 13 Ord Aug 4 Resc and Dismis Sept 3

FIRST MEETINGS.

ALLEN, FRANK WOOD, Albany rd, Camberwell, Grocer Sept 20 at 12 Bankruptcy bldgs, Carey st

BAWTREE & Co, Mark ln, Merchants Sept 18 at 12 Bankruptcy bldgs, Carey st

BEAUCHAMP, SHEILA GINEVRA HILDA MARY, Langley Park, Norfolk Sept 15 at 2.30 Off Rec, 8, King st, Norwich

BOSE, GEORGE, Poole, Dorset, Baker Sept 17 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton

BRADLEY, F W, Princes pl, Duke st, St James, Commission Agent Sept 19 at 11 Bankruptcy bldgs, Carey st

BUSCH, GEORGE LAWRENCE, Middlesbrough, Ship Broker Sept 18 at 12.30 Off Rec, 8, Albert rd, Middlesbrough

BUTTERWORTH, FREDERICK, Bolton, Lancs Sept 17 at 3.30 19, Exchange st, Bolton

CHAMBERS, EDWARD, Kimberley, Notts, Joiner Sept 18 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

CLAY, RICHARD THOMAS, Wolverhampton, Clerk Sept 17 at 11 Off Rec, Wolverhampton

CONSTANTINE, JOHN, Claverton st, Pimlico, Theatrical Agent Sept 17 at 12 Bankruptcy bldgs, Carey st

COWELL, FREDERICK, Norwich, Blacksmith Sept 17 at 12 Off Rec, 8, King st, Nowich

CROFT, WALTER, Sherborne, Dorset, Carpenter Sept 18 at 12.30 Off Rec, City chmbrs, Catherine st, Salisbury

DENNIS, HENRY EDWARD, Hoo St Werbergh, Kent, Farmer Sept 17 at 11.30 115, High st, Rochester

ELLIS, TOM, Newark on Trent, Notts, Cycle Agent Sept 19 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

FORBES, JAMES STUART, St Luke's rd, Westbourne Park Sept 18 at 11 Bankruptcy bldgs, Carey st

FORD, FRANK, and ANN DAMER FORD, Balsall Heath, Birmingham, Chandelier Manufacturers Sept 17 at 11 191, Corporation st, Birmingham

FRAISNAIS, FRANCES KELLAND SCOTT LEONARD, Brewer st, Regent st, Restaurant Keeper Sept 21 at 11 Bankruptcy bldgs, Carey st

HAMER, JOHN, Bury, Lancs, Plasterer Sept 17 at 3 19, Exchange st, Bolton

HATHAWAY, FRANCIS EDWARD, Shetton on Fosse, Warwick, Baker Sept 15 at 12 1, St Aldate st, Oxford

HILL, JAMES GEORGE, Lincoln, Collector of Tolls Sept 17 at 12 31, Silver st, Lincoln

HILL, SYDNEY WALTER, Lincoln, Tobacconist Sept 20 at 12 31, Silver st, Lincoln

HORLEY, WILLIAM MORRIS, Saltisford, Warwick, Baker Sept 17 at 12 Off Rec, 8, High st, Coventry

HUGHES, JOHN, Bangor, Coal Merchant Sept 15 at 12 Crypt chmbrs, Eastgate row, Chester

HUMPHREYS, OWEN PIERCE, Talybont, Llanllechid, Carnarvon, Butcher Sept 19 at 2.30 British Hotel, Bangor

JONES, DAVID, Maesteg, Glam, Engine Driver Sept 17 at 11.30 Off Rec, 117, St Mary st, Cardiff

JOYCE, HENRY EDWARD, Ruthin, Denbigh, Watchmaker Sept 17 at 12 Crypt chmbrs, Eastgate row, Chester

KINGS, R G, High st, Clapham, Dealer in Domestic Machinery Sept 17 at 11.30 132, York rd, Westminster Bridge

MERSON, SIDNEY THOMAS, Green Lanes, Harringay, Boot Maker Sept 17 at 12 Off Rec, 14, Bedford row

MORTON, HENRY JOSEPH, Boston, Lincs, Higgler Sept 19 at 2.15 4 and 6, West st, Boston

NEWBERRY, THOMAS WILLIAM, Whaplode Drove, nr Wisbech, Cambridge, Carpenter Sept 17 at 12.30 Off Rec, 8, King st, Norwich

NEWTON, ALFRED WILLIAM, Haxey, Lincs, Farmer Sept 17 at 12.30 31, Silver st, Lincoln

PEDRICK, JAMES MANNING, Eastleigh, Southampton, Fish Dealer Sept 17 at 2.30 Off Rec, Midland Bank chmbrs, High st Southampton

PHILLIPS, DAVID JOHN, Maesteg, Glam, Builder Sept 17 at 12 Off Rec, 117, St Mary st, Cardiff

POCOCK, FREDERICK CHARLES, Outfitter Sept 17 at 12 Bankruptcy bldgs, Carey st

PRIOR, JOSEPH WILLIAM, Cale st, Chelsea, Publican Sept 17 at 11 Bankruptcy bldgs, Carey st

ROBERTS, JOHN, Blaenau Festiniog, Merioneth, Quarryman Sept 15 at 11.30 Crypt chmbrs, Eastgate row, Chester

SMITH, BENJAMIN WILLIAM, Stockton on Tees, Grocer Sept 18 at 12.30 Off Rec, 8, Albert rd, Middlesbrough

URWIN, JOHN GEORGE, Darlington, Commission Agent Sept 18 at 12.30 Off Rec, 8, Albert rd, Middlesbrough

WARD, HENRY THOMAS MAHERSHALALHASHBAZ, Ringwood, Hants, Hairdresser Sept 18 at 12 Off Rec, City chmbrs, Catherine st, Salisbury

WILDIG, WILLIAM, Wood, nr Newcastle under Lyme, Hay Dealer Sept 17 at 11.30 Off Rec, Newcastle, Staffs

WILLIAMS, FREDERICK, Ludlow, Salop, Bootmaker Sept 17 at 1.15 4, Corn sq, Leominster

ADJUDICATIONS.

ANDREWS, DAVID, Eaton Bray, Beds, Publican Luton Pet Sept 4 Ord Sept 4

BURR, EDGAR, Harpenden, Herts St Albans Pet May 1 Ord Sept 4

DAVIES, CALEB JOHN, Whitland, Carmarthen, Commission Agent Pembroke Dock Pet Sept 4 Ord Sept 4

DENNIS, HENRY EDWARD, Hoo St Werburgh, Kent, Farmer Rochester Pet Sept 1 Ord Sept 1

ERRINGTON, FREDERICK ALBERT, Presteigu, Radnor, Boot Dealer Leominster Pet July 9 Ord Sept 3

FRAISNAIS, FRANCES KELLAND SCOTT LEONARD, Brewer st, Regent st, Restaurant Keeper High Court Pet Sept 5 Ord Sept 5

GILLESPIE, JAMES, Sunderland, Draper Sunderland Pet July 12 Ord Aug 31

HAMER, JOHN, Bury, Lancs, Plasterer Bolton Pet Sept 3 Ord Sept 3

HEAL, TOM, Pokesdown, Bournemouth, Builder Poole Pet July 30 Ord Sept 3

HILL, JAMES GEORGE, Lincoln, Collector of Tolls Lincoln Pet Sept 1 Ord Sept 1

HILL, SYDNEY WALTER, Lincoln, Tobacconist Lincoln Pet Sept 4 Ord Sept 4

HOARE, FREDERICK, Coventry, Fish Salesman Coventry Pet Sept 3 Ord Sept 3

LESLIE, ARTHUR EVERETT, Cromwell rd High Court Pet June 27 Ord Sept 5

MORTON, HENRY JOSEPH, Boston, Lincs, Higgler Boston Pet Aug 31 Ord Aug 31

MULFORD, ARTHUR HENRY, Comeragh rd, West Kensington High Court Sept 4 Ord Sept 4

NEWTON, ALFRED WILLIAM, Haxey, Lincs, Farmer Lincoln Pet Aug 30 Ord Aug 30

PARTRIDGE, WILLIAM, Altenburg gdns, Battersea, Commercial Traveller Wandsworth Pet Sept 4 Ord Sept 4

PECKHAM, FREDERICK, or FREDERIC WELLS, Buckingham gate High Court Pet Aug 3 Ord Sept 5

PEDRICK, JAMES MANNING, Eastleigh, Southampton, Fish Dealer Southampton Pet Sept 5 Ord Sept 5

ROSE, SAMUEL, Benwick, nr March, Cambs, Draper Peterborough Pet Aug 13 Ord Sept 3

SHADLOCK, JOHN WILLIAM, Lincoln, Carter Lincoln Pet Aug 8 Ord Aug 31

SMITH, HENRY, Chester le Street, Builder Durham Pet Sept 4 Ord Sept 4

STANLEY, FREDERICK CHARLES, Wolverhampton, Baker Wolverhampton Pet Sept 4 Ord Sept 4

STARLING, STEPHEN, Cley next the Sea, Norfolk, Grocer Norwich Pet Aug 7 Ord Sept 5

THOMPSON, LUND, Bingley, Yorks, Joiner Bradford Pet Aug 9 Ord Sept 5

TREDCROFT, CYRIL ARTHUR LENNOX, Westm'nster Palace gdns, Artillery row, Wine Merchant High Court Pet July 10 Ord Sept 3

UTTLEY, THOMAS, Longsight, Manchester, Tin Trunk Manufacturer Manchester Pet Sept 4 Ord Sept 4

WARD, HENRY THOMAS MAHERSHALALHASHBAZ, Ringwood, Hants, Hairdresser Salisbury Pet Sept 4 Ord Sept 4

WHITAKER, B, Bradford, General Dealer Bradford Pet July 21 Ord Sept 3

WILLIAMS, FREDERICK, Ludlow, Salop, Boot Maker Leominster Pet Sept 5 Ord Sept 5

WYNN, ARTHUR JOHN, Westcliff on Sea, Essex, Job Master Chelmsford Pet Sept 3 Ord Sept 3

Amended notice substituted for those published in the London Gazette of July 24 and Aug 28:

TURNER, ALBERT ERNEST RUSHWORTH, Blackburn, Painter Blackburn Pet July 21 Ord July 21

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